

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

TERVES LLC,

Plaintiff,

V.

YUEYANG AEROSPACE NEW
MATERIALS CO., LTD., *et al.*,

Defendants.

Case No. 1:19-CV-1611

JUDGE DONALD C. NUGENT

ORDER

The above-captioned case came before this Court for a trial by jury from April 22, 2022, until April 27, 2022. At the conclusion of the trial, the Jury unanimously answered two interrogatories finding that (a) plaintiff Terves, LLC proved by a preponderance of the evidence lost profit damages in the amount of \$707,207.00 against Defendants Ecometal Inc. and Nick Yuan for their infringement of Terves' U.S. Patent Nos. 10,329,653 (the "'653 patent") and 10,689,740 (the "'740 patent"); and, (b) Terves had not proven by a preponderance of evidence that defendants' infringement was willful. (ECF #203). The judgment was later revised to include costs, fees, and pre-judgment interest, bringing the total award to \$793,699.49. (ECF #218).

In an earlier summary judgment ruling, the Court ruled that claims 2, 3, 9, 14, 15, 18-20, 23, 26, 27, 30, 31, 34, 35, 38, 39, 42, 46-47, 50, 52-54, 56-61, 64, 66, 67, and 76 of the '653 patent and claims 3-5, 8-11, 13, 16, 17, 20-47, 51-69, 76-93, and 95-103 of the '740 patent (the

“Infringed Claims) were valid, enforceable, and patentable. The Court also ruled that Ecometal’s dissolvable cast magnesium products, specifically AJM-006, AJM-010, AJM-012, AJM-016, AJM-017, AJM-018, and AJM -023 (the “Infringing Materials”) infringe the above Claims, and that Defendants Ecometal and Yuan infringed the Infringed Claims by importing, using, selling, and/or offering for sale each of the Infringing Materials. (ECF #178).

On May 10, 2022, Terves moved for a permanent injunction. (ECF #211). Having now considered that motion and all related briefing and evidence, the Court hereby GRANTS the Motion and enters the following Permanent Injunction.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. Ecometal Inc., Nick Yuan, and their privies, assignees, officers, agents, attorneys, employees, representatives, principals, and associates, and those in active concert or participation with them who receive actual notice of this Injunction are enjoined and restrained, collectively and individually, until the expiration of both the ’653 and ’740 patents from:


(A) importing, making, using, selling, and/or offering to sell any of the Infringing Materials;
(B) importing, making, using, selling, and/or offering to sell any material that is covered by any of the Infringed Claims.

2. As it has been found that any future purchase of Infringing Materials from the Defendants in this case by Magnesium Machine, LLC, would constitute active participation in Ecometal’s infringing conduct, Magnesium Machine is also permanently enjoined from purchasing any Infringing Materials, or any material covered by the Infringed Claims from Ecometal, Nick Yuan, or

Yueyang Aerospace New Materials Co. Ltd.; and from otherwise participating or acting in concert with these entities to violate the terms of this injunction.

Ecometal Inc. and Nick Yuan shall send written notice of this Injunction, by copy thereof, to all of their past and present downstream customers who have purchased the Infringing Materials from them, including Magnesium Machine, LLC.

IT IS SO ORDERED.



DONALD C. NUGENT
UNITED STATES DISTRICT JUDGE

Date: _____

